

**IN THE UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF MISSOURI
WESTERN DIVISION**

PCTV GOLD, INC.,)	
)	
Plaintiff,)	
)	
v.)	No. 07-0160-CV-W-DW
)	
SPEEDNET, LLC,)	
)	
Defendant.)	

ORDER

Before the Court is Plaintiff PCTV Gold, Inc.’s (“PCTV”) First Amended Verified Complaint (Doc. 12) and Motion for Temporary Restraining Order and Preliminary Injunction (Doc. 2). On April 16, 2007, the Court held a hearing on the pending motion. Plaintiff appeared by its attorneys Craig O’Dear and James Lawrence. Defendant appeared by its attorneys Bartholomew McLeay, Bradley Baumgart, Paul Gwilt, and Erin McClernon. The Court entered a preliminary injunction order at the conclusion of the hearing with this written order to follow.

In its Amended Complaint, PCTV alleges that Defendant SpeedNet, LLC (“SpeedNet”) has breached a “Right of First Offer” provision contained in the Market Operation Agreement (“MOA”) between the parties. PCTV alleges that SpeedNet breached the contract by entering into negotiations to sell substantially all its assets to Clearwire Spectrum Holdings II, LLC (“Clearwire”) without first tendering an offer to sell to PCTV as required under the MOA. Defendant asserts that negotiations to sell to Clearwire have terminated. Defendant opposes the preliminary injunction seeking to proceed with a previously negotiated joint venture with Clearwire, which it argues does not breach “Right of First Offer” provision of the MOA.

The Court finds that PCTV is subject irreparable injury if SpeedNet is permitted to close on the Purchase Agreement (the “Purchase Agreement”) between Clearwire or the alleged Joint Venture Agreement between SpeedNet and Clearwire. The Court further finds that monetary relief will not provide adequate or complete relief to PCTV and that the balance of equities warrants the issuance of this preliminary injunction. PCTV appears likely to succeed on the merits of its claims based upon the arguments set forth in its Memorandum and Supplemental

Memorandum in Support of Motion for Temporary Restraining Order. Finally, the granting of this injunction promotes the public interest under Kansas law by protecting the freedom to contract through enforcement of contractual rights and obligations.

Accordingly, the Court hereby ORDERS that SpeedNet, together with its agents, servants, employees, and those persons and/or entities in active concert or participation with it, are hereby enjoined, restrained, and prohibited from:

- 1) closing upon, transferring assets in furtherance of, or completing any portion of the transaction envisioned in the Purchase Agreement between SpeedNet and Clearwire;
- 2) executing or entering into the draft Joint Venture Agreement between SpeedNet and Clearwire; or
- 3) selling or transferring any assets to any third party entity other than transactions in the ordinary course of business.

This injunction shall remain in force until entry of a final order of judgment by this Court.

Based on the parties stipulation (Doc. 26), the Court FURTHER ORDERS Plaintiff shall enter \$100,000.00 as bond in this case.

The Court has set this action for a bench trial commencing on November 13, 2007. The Court FURTHER ORDERS the parties to submit a joint proposed scheduling order within thirty (30) days of this Order.

Date: April 24, 2007

/s/ Dean Whipple
DEAN WHIPPLE
UNITED STATES DISTRICT JUDGE